

Resolution # 170215

Passed by C.C. on 7/11/17.

PR#: CR022863
Contract Number: C025182
Vendor Number: V0645869

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR
A TRUANCY ABATEMENT AND BURGLARY SUPPRESSION PROGRAM
BETWEEN
THE MILWAUKEE BOARD OF SCHOOL DIRECTORS
AND
THE CITY OF MILWAUKEE**

THIS AGREEMENT is between The City of Milwaukee (hereinafter "City") and the Milwaukee Board of School Directors (hereinafter "MPS").

WHEREAS, in 1993 the Truancy Abatement Burglary Suppression Program (hereinafter "TABS" Program) was established to confront the issue of truancy and juvenile crime in the Milwaukee community; and

WHEREAS, the TABS Program began as a collaborative effort between the City, MPS, the Boys and Girls Club of Greater Milwaukee (hereinafter the "Club"), and the Milwaukee County Sheriff's Department (hereinafter the "Sheriff's Department"); and

WHEREAS, 1995 Wis. Act 27 created Wis. Stat. § 119.55(2), which requires that beginning on July 1, 1996, MPS assume financial responsibility for the TABS Program, including but not limited to, responsibility for payment to the City of a sum sufficient to pay the costs of salaries and fringe benefits of four law enforcement officers to work on truancy abatement and burglary suppression on a full-time basis; and

WHEREAS, MPS is required by Wis. Stat. § 119.55(1)(a) & (b), to establish two youth service centers for the counseling of children who are taken into custody under Wis. Stat. § 938.19(1)(d)10 for being absent from school without an acceptable excuse under Wis. Stat. § 118.15, and to contract with the Club for the operation of the established two youth service centers; and

WHEREAS, prior to the 2003-2004 school year, MPS entered into a contract with the Club that required the Club to enter into a contract with the Sheriff's Department for the provision of one deputy sheriff to be assigned at each of the two youth service centers; and

WHEREAS, subsequent to the execution of the August 2003 contract, the Sheriff's Department indicated it was no longer willing to provide services under the TABS Program; and

WHEREAS, the City of Milwaukee Police Department has performed the services that were previously performed by two deputy sheriffs and the costs for the salaries and fringe benefits of these law enforcement officers have been reimbursed by MPS in the same manner that MPS pays for the statutorily-required four law enforcement officers; and

WHEREAS, in consideration of the mutual benefits to be provided to City and to MPS and under the authority granted to City and MPS in Wis. Stat. § 66.0301, and under the directive of Wis. Stat. § 119.55, the parties enter into the following intergovernmental cooperative agreement;

IT IS HEREBY AGREED, by and between the parties, as follows:

1. CITY'S RESPONSIBILITIES:

A. Statutorily Required Four Law Enforcement Officers.

In accordance with the Truancy Abatement and Burglary Suppression Program Operations Manual, attached hereto as Appendix A and incorporated herein by reference and which may be amended from time to time, City shall assign four law enforcement officers to work on the TABS Program on a full-time basis during the 2016-2017 school year. It is expressly understood that the law enforcement officers assigned to work on the TABS Program by City are, and shall remain, employees of the City. MPS, by virtue of payments made pursuant to Wis. Stat. § 119.55(2), is not their employer and does not exercise any control or have any actual or apparent authority over the activities of said officers.

The four law enforcement officers assigned to the TABS Program shall patrol the City, respond to calls of suspected truancy, make investigative steps of suspected truants, check to ensure that the youths are not wanted for criminal offenses (in which case the youths are not to be transported to a youth service center), convey those youths who are identified as truants and who are picked up between the hours of 8:00 A.M. and 2:00 P.M. to a youth service center (Mary Ryan Branch of the Boys and Girls Club located at 3000 North Sherman Boulevard, Milwaukee, Wisconsin if the truant is picked up north of Wisconsin Avenue and Don and Sallie Davis Branch located at 1975 South 24th Street, Milwaukee, Wisconsin, if the truant is picked up south of Wisconsin Avenue), provide security support as may be needed at the youth service center, fill out a TABS contact card for each youth contacted on the street, compile statistical data on youth stopped for truancy, provide statistical data and an analysis of the level of day-time crime during school hours, and perform all duties required of the four law enforcement officers as described in Appendix A.

B. Additional Two Law Enforcement Officers.

To perform the services that were previously performed by two deputy sheriffs, City shall assign two additional law enforcement officers to work on the TABS Program on a full-time basis during the 2016-2017 school year. City shall assign one law enforcement officer to each of the youth service centers to promote safety of staff and youth by searching the youth brought to the center, verbally disciplining the youth who need redirection, arresting youth who are out of control and who pose a threat to the safety of others in violation of the law, transporting youth under the age of 15 to their homes, counseling parents, and performing each other duties as may be required in Appendix A. It is expressly understood that the law enforcement officers assigned to work on the TABS Program by City are, and shall remain, employees of the City. MPS, by virtue of payments made pursuant to Wis. Stat. § 119.55(2), is not their employer and does not exercise any control or have any actual or apparent authority over the activities of said officers.


II. MPS RESPONSIBILITIES:

A. MPS shall pay City a sum sufficient to pay the costs of salaries and fringe benefits of the six law enforcement officers assigned to work on the TABS Program on a full-time basis. MPS may be charged for overtime for one or more law enforcement officers performing services under this Agreement so long as total payment under this Agreement does not exceed Four Hundred Thirty Five Thousand Dollars (\$435,000.00). Payment shall be made as identified below and following completion of the "TABS Program Request for Funds Form" attached hereto as Appendix B:


1. Two Hundred Seventeen Thousand Five Hundred Dollars (\$217,500.00) within 30 days after countersignature of the Comptroller of this Agreement.
2. Two Hundred Seventeen Thousand Five Hundred Dollars (\$217,500.00) on or before June 1, 2017.

THE TERMS OF THIS INTERGOVERNMENTAL AGREEMENT ARE HEREBY APPROVED:


MILWAUKEE BOARD OF SCHOOL
DIRECTORS


DARIENNE B. DRIVER, Ed.D.
Superintendent of Schools

Date: 6/27/16


MARK A. SAIN, President
Milwaukee Board of School Directors

Date: 6-28-16


KRISTEN D. DeCATO, Director
Procurement and Risk Management

Date: 4/3/14

CITY OF MILWAUKEE


TOM BARRETT, Mayor

Date: 7/28/17


JAMES R. OWCZARSKI, City Clerk

Date: 7/28/17


MARTIN MATSON, Comptroller ID

Date: 7-31-17

MILWAUKEE POLICE DEPARTMENT


EDWARD A. FLYNN
Chief of Police

SEP 06 2018

Budget Code: STV-0-0-TAB-DW-ECTS

APPENDIX A

Truancy Abatement and Burglary Suppression Program Operations Manual 2016-2017

APPENDIX B

**TABS PROGRAM
REQUEST FOR FUNDS FORM**

INVOICE NUMBER _____

CONTRACT PERIOD _____

AMOUNT REQUESTED _____

CONTRACTOR'S NAME
City of Milwaukee

ADDRESS CHECK SHOULD
BE MAILED TO:

PART A: FUND REQUEST:

TOTAL CONTRACT AMOUNT \$435,000 _____

Current Request for Funds:

\$217,500.00 for services performed under the agreement
within 30 days of countersignature of the Comptroller of
the agreement. \$217,500.00 _____

\$217,500.00 for services under the Agreement on or before
June 1, 2017. \$217,500.00 _____

TOTAL CASH REQUEST \$ _____

Contract Balance to Date \$ _____

PART B: CERTIFICATION:

I certify that the data reported above is correct and that all amounts are in accordance
with the contract agreement.

PRINT/TYPE NAME TITLE SIGNATURE DATE